

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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		X
YVES SAINT LAURENT PARFUMS S.A. and YSL BEAUTÉ INC.,	:	<b>ECF CASE</b>
Plaintiffs,	:	07 Civ. 3214 (LBS)
- against -	:	
COSTCO WHOLESALE CORPORATION,	:	<b>ANSWER TO AMENDED COMPLAINT</b>
Defendant.	:	
		X

Defendant Costco Wholesale Corporation (“Costco”), by its attorneys, for its Answer to the Complaint:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1.
2. Admits the allegations of paragraphs 2-3.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 4-5.
4. Admits that Costco maintains its principal place of business at 999 Lake Drive, Issaquah, Washington 98027, admits that Costco maintains at least three places of business in this district, and except as so admitted denies the allegations of paragraph 6.
5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 7-17.

6. Admits that Costco is currently offering for sale genuine YSL lip products in theft-resistant outer packaging that appears to be partially depicted in Exhibit C to the complaint, admits that Costco formerly offered for sale genuine YSL mascara products in discontinued theft-resistant packaging that appears to be partially depicted in Exhibit D to the complaint, admits that Costco is currently offering for sale genuine YSL mascara products in theft-resistant outer packaging that appears to be partially depicted in Exhibit E to the complaint, and except as so admitted denies the allegations of paragraph 18.

7. Admits Costco placed certain notices on the theft-resistant outer packaging that appears to be partially depicted in Exhibit C and Exhibit E to the complaint, refers to said packaging for its precise contents, and except as so admitted denies the allegations of paragraph 19.

8. Denies the allegations of paragraphs 20-24.

#### **COUNT ONE**

9. Costco's responses to paragraphs 1-24, above, are realleged and incorporated by reference as if set forth in full.

10. Denies the allegations of paragraphs 26-33.

#### **COUNT TWO**

11. Costco's responses to paragraphs 1-33, above, are realleged and incorporated by reference as if set forth in full.

12. Denies the allegations of paragraphs 35-42.

**COUNT THREE**

13. Costco's responses to paragraphs 1-42, above, are realleged and incorporated by reference as if set forth in full.

14. Denies the allegations of paragraphs 44-49.

**COUNT FOUR**

15. Costco's responses to paragraphs 1-49, above, are realleged and incorporated by reference as if set forth in full.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 51-53.

17. Denies the allegations of paragraphs 54-59.

**COUNT FIVE**

18. Costco's responses to paragraphs 1-59, above, are realleged and incorporated by reference as if set forth in full.

19. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 61.

20. Denies the allegations of paragraphs 62-65.

**COUNT SIX**

21. Costco's responses to paragraphs 1-65, above, are realleged and incorporated by reference as if set forth in full.

22. Denies the allegations of paragraphs 67-70.

**COUNT SEVEN**

23. Costco's responses to paragraphs 1-70, above, are realleged and incorporated by reference as if set forth in full.

24. Denies the allegations of paragraphs 72-76.

**COUNT EIGHT**

25. Costco's responses to paragraphs 1-76, above, are realleged and incorporated by reference as if set forth in full.

26. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 78-79.

27. Denies the allegations of paragraphs 80-83.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by laches.

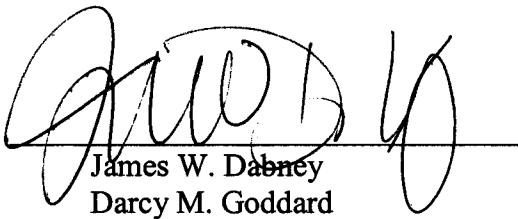
WHEREFORE, Costco prays that the Court:

- i. Dismiss plaintiffs' complaint with prejudice;
- ii. Award Costco its costs, disbursements, and attorneys' fees incurred in connection with this action; and
- iii. Award Costco such other and further relief as the Court may deem just and proper.

Dated: New York, New York  
August 7, 2007

FRIED, FRANK, HARRIS, SHRIVER  
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